

## ARTICLE VIII Vacations

The vacation year shall begin April First of each year and extend to March 31 of the following year, except that on those anniversaries of seniority affecting the length of the vacation, the vacation year shall begin on the anniversary of seniority as provided herein. All full-time, permanent employees, whether initially hired as full-time or part-time employees before June 1, 2004, shall be entitled to vacations with pay under the following schedule:

1. An employee having one (1) year of seniority shall be granted two (2) weeks of vacation with pay in the current vacation year.
2. An employee having two (2) years of seniority shall be granted three (3) weeks of vacation with pay in the current vacation year.
3. An employee having eight (8) years of seniority shall be granted four (4) weeks of vacation with pay in the current vacation year.
4. An employee having fifteen (15) years of seniority shall be granted five (5) weeks of vacation with pay in the current vacation year.
5. An employee having twenty-three (23) years of seniority shall be granted six (6) weeks of vacation with pay in the current vacation year.
6. All full-time permanent employees hired on or after June 1, 2004 shall be entitled to vacation with pay under the following schedule:
  - A. An employee having one (1) year of seniority shall be granted two (2) weeks of vacation with pay in the current vacation year.
  - B. An employee having ten (10) years of seniority shall be granted four (4) weeks of vacation with pay in the current vacation year.

- C. An employee having twenty-three (23) years of seniority shall be granted six (6) weeks of vacation with pay in the current vacation year.

7. A part-time employee having one (1) year of part-time service since June 16, 1977, shall be granted that portion of an eighty (80) hour vacation period with pay in the current vacation year as determined by the ratio of the number of hours worked during the preceding twelve (12) months prior to April 1 or Anniversary date, as the case may be, to 2,080.

8. A part-time employee having two (2) consecutive years of part-time service since June 16, 1977, shall be granted that portion of a one hundred twenty (120) hour vacation period with pay in the current vacation year as determined by the ratio of the number of hours worked during the preceding twelve (12) months prior to April 1 or Anniversary date, as the case may be, to 2,080.

9. A maximum of two (2) weeks of an employee's annual vacation entitlement may be taken in one (1) day increments and/or one-half (1/2) day increments in accordance with the terms of this section.

A maximum of two (2) days of these vacation weeks regardless of the employee's schedule or shift may be taken as emergency time in full or half day increments. The employee must report off as soon as the emergency is known to her.

The remaining eight (8) days of "single day vacations" must be scheduled in full or half day increments. Five (5) single days shall be scheduled according to seniority when full weeks are scheduled. The remaining three (3) single days shall be scheduled throughout the year on a "first come, first serve" basis using the vacation request form. Between November 1 and November 15, of each year, all employees having unused days of unscheduled vacation, shall schedule those days for use before April 1, of the following year. An employee who schedules all allocated weeks of vacation will not be permitted to schedule single days of vacation.

Employees taking one or more of their optional vacation days and/or one-half (1/2) day shall not be eligible for work during the hours of their regularly scheduled shift. Overtime worked prior to their

scheduled starting time or beginning at the end of the employee's scheduled shift for that day will be paid at the normal rate applicable for that day of the employee's stated schedule. The rates in Sections 16 and 17 of this Article shall not apply.

10. A part-time employee shall schedule her vacation with regular full-time employees. She shall schedule her first choice after all regular full-time employees have scheduled their first choice, her second choice after all regular full-time employees have scheduled their second choice, and so on. A part-time employee shall schedule her earned vacation in weekly increments; and single days short of a week may be taken as one-day vacations.

Part-time employees will be allowed to use one vacation day as "emergency vacation." This shall only be taken in an 8-hour block of time. Part-time employees taking one week of vacation shall be compensated based on the average number of hours worked per week during the previous work year, regardless of current schedule.

11. Having once attained the seniority necessary for a particular vacation and having received the vacation provided under those conditions, the scheduling of an employee's future vacations shall be with reference to subsequent April Firsts.

12. Heads of departments shall schedule vacations annually, starting with the first working day in January and continuing until March 20. Department employees shall have their choice of time for vacations in the order of their seniority within their classification in this bargaining unit, provided that the time chosen is suited to the Company's operations. Individual vacations shall be scheduled within two (2) working days after receipt of the Company's "vacation-request card." These cards shall be furnished by the Company starting with the first working day in January. Failure to designate a desired vacation as indicated above shall deprive the employee of any seniority right to schedule her vacation in conflict with that of a junior employee. The same rule shall apply to second and third choices. In the situation of a split vacation, the scheduling of the remaining portion must be governed by the time available after the other employees in the department have scheduled their vacations during the period designated above. Vacation schedules shall remain posted and kept current.

13. An arrangement for the vacation to be taken other than in one continuous period is not recommended but such an arrangement may be made, subject to the adaptability of the work schedule. An employee shall not be denied the right of splitting her vacation solely for the reason that to do so would increase the cost of providing relief during her absence; nor shall employees deliberately split their vacation in such a manner as to unnecessarily increase the cost of such relief. Subject to the first sentence of this paragraph, vacations may be taken in weekly increments or in any combination of weeks.

14. As each senior employee designates her desired vacation schedule, that choice shall be entered on the schedule of vacations which shall be posted on the Union Bulletin Board. This schedule shall remain posted until all vacations are scheduled.

15. Vacations shall not be allowed to accumulate from year to year, except that at intervals of not less than two (2) years an employee may, upon written request to and approval of her Supervisor, forego a vacation in one year with the understanding that the vacation shall be taken without fail in the following vacation year, shall be taken consecutively with the vacation of the following year, and that the employee will not, during the taking of such accumulated vacation, work either for herself or others for immediate monetary gain.

16. When an employee's vacation schedule has been established, it shall not be changed except by the mutual consent of the employee and her department head. Any employee on vacation who accepts recall to duty after the conclusion of her last regularly scheduled hours of her last scheduled day or prior to her scheduled starting time to return to work shall receive two (2) times her hourly rate of pay for all of the hours worked and, in addition, shall be paid straight time for such scheduled hours of the vacation from which she was recalled.

17. Employees entitled to a vacation for the current vacation year under this Agreement must take their vacations during the vacation year except as provided by Section 15 of this Article. However, if the Company directs that an employee work instead of taking her vacation, the employee shall be paid for a vacation at double her regular rate of pay and, in addition, she shall be paid for any work performed for the Company during the vacation period in accordance with the provisions of Article XI.



18. An employee will be permitted to reschedule a vacation if she is on sick leave or becomes eligible for sick leave benefits, under provisions contained in Article XIV hereof, prior to the first scheduled day of vacation.

19. An employee who becomes ill or is injured while on vacation, and whose illness or injury requires confinement in a Hospital or Clinic, shall be eligible for sick leave during the time of confinement, and the days for which sick leave is payable shall be rescheduled as vacation.

20. An employee who is unable to return to work upon termination of maximum sick leave benefits as provided in Article XIV, Sections 2 and 3, and who has not taken a vacation for the current vacation year will be granted vacation pay and, in addition, pay for any holiday that occurs during this vacation period.

21. When a holiday or holidays that are observed by the Company fall during the vacation period of an employee on a regular scheduled working day, the employee will be paid an additional day's pay. If the holiday falls on a day such as a Saturday that does not result in a day off for employees generally, an additional day of pay will be allowed.

22. Any employee who has not taken a vacation for the current year and who voluntarily leaves the service of the Company shall be paid her vacation money due, provided a minimum of two (2) weeks' notice of intention to resign is given to her department head in writing and the employee works her regular working schedule during the two week notice period. No portion of the vacation to which the employee would have been entitled on the following April First or seniority anniversary date shall be paid.

23. An employee who, while on vacation or less than two (2) weeks prior to the start thereof, decides to terminate employment, shall immediately give the Company two (2) weeks notice, and thereafter be on vacation or assume active duties as the case may be, during such period. In such instances the vacation pay shall be paid as in the preceding Section.

24. The hours of the stated schedule, as defined in Article XI, of the employee at the time of the employee's vacation, and the rate of pay of the employee during more than one-half of the twelve month

period ending the April First or anniversary of seniority preceding the vacation, shall be used in computing the vacation pay, except that the vacation pay shall not be reduced because of the application of any wage adjustment subsequent to said April First or anniversary of seniority and prior to the time of the vacation.

In any event, the permanent rate of pay of the employee at the time the vacation is taken shall be used to compute the vacation pay if it is higher than the highest rate in the preceding year.

In the event the employee does not work more than one-half of said twelve (12) month period at one rate, the vacation pay shall be based on that rate under which the employee worked the greatest period of time in said twelve (12) month period.

The scheduled hours that the employee would normally have worked during such vacation period shall be multiplied by the employee's hourly rate of pay to determine the total payment, and bonus shall be added, including night bonus, to the extent applicable to the employee's established schedule as regards night bonuses, and provided with regard to other bonuses, that the employee has been paid such bonus for at least One Thousand Forty (1,040) actual hours in the twelve (12) month period preceding the start of the vacation year.

25. Employees who are discharged for cause shall not be entitled to any vacation pay.

26. If the interruption of employment caused by military service occurs within a vacation year and an employee has not taken a vacation, she shall receive vacation pay and in addition, in cash, that portion of the vacation pay to which she would have become entitled on the following April First or seniority anniversary date, determined by the ratio of the days elapsed from the preceding April First or the preceding seniority anniversary date to three hundred and sixty-five (365). In every instance the choice between April First and the seniority anniversary date shall be decided so as to give the employee the greatest vacation allowance.

27. The vacation to which an employee became eligible on the preceding seniority anniversary date or April First, which may not have been taken, plus that portion of the vacation pay to which she

otherwise would have become entitled the following April First on the basis of one-twelfth (1/12th) of the annual vacation hours merited by her seniority for each month between the date of death and the preceding April First, times her regular rate of pay shall, in the event of her death, be paid to the spouse or dependent children or dependent parents, if any, or any beneficiary.

28. An employee who goes on pension under any provision of the Pension Plan shall be paid for the vacation to which she otherwise would have become entitled the following April First on the basis of one-twelfth (1/12th) of the annual vacation hours merited by her seniority for each month between the date of her retirement and the preceding April First times her regular rate of pay.

29. When an employee bids, bumps or transfers to another department or location and has not taken her current scheduled vacation, she may take her scheduled vacation in the new department or location without regard to her seniority, as provided in this Section, provided that the time chosen is suited to the Company's operations.

30. When a part-time employee's vacation anniversary date is established under Article VI, Section 36 and she has earned vacation as a part-timer, the Union shall not seek duplication of those vacation days, but shall deduct them from the current vacation year's eligibility if they have been taken by the employee and paid for by the Company. The employee shall schedule the balance of her vacation upon entering her new department. She will have to select from the remaining available weeks upon entering the department, if vacations have already been set for that vacation year.

Any employee who has not taken her earned part-time vacation prior to becoming a successful bidder on a regular full-time job may elect to take the pay for those days in lieu of scheduling the vacation day upon entering her new department. If the employee elects for a cash payment, those number of days shall be deducted from the full-time vacation and only the balance shall be scheduled. If the employee elects to schedule her earned vacation after entering her new regular full-time position, the part-time vacation shall neither be added to the full-time vacation nor deducted from it, but rather the employee shall only have the regular full-time vacation based on her vacation anniversary date set by Article VI, Section 36 to schedule upon entering the new department.

**ARTICLE IX**  
**Military Service**

1. An employee with one or more years of continuous service who is required to attend an encampment of the Reserved Armed Forces or the National Guard shall be paid, for a period not to exceed two (2) weeks in any calendar year, the difference between the amount paid by the Government (not including travel, subsistence and quarter allowance) and the applicable base wages the employee would have received during that period. Such pay shall be based on the number of regularly scheduled hours such employee would have worked during that encampment, times the employee's applicable rate of pay (including any Holiday in such two (2) weeks). If the period of such encampment exceeds two (2) weeks in any calendar year, the period on which such pay shall be based shall be the first two (2) weeks the employee would have worked during such period.



**ARTICLE X**  
**Wages, Job Descriptions and Job Evaluation**

**Wages**

1. The hourly rates of pay for the various classifications of work covered by this Agreement are shown in Article XXIII, Schedule A.

- A. Each regular active employee on the Company's payroll on the date of ratification of the Agreement shall be paid one thousand one hundred dollars (\$1,100.00) as a one-time payment for prompt ratification of the Agreement. Each regular inactive full-time employee on the Company's payroll on the date of ratification of the Agreement shall be paid a like amount upon return to active status.

This ratification payment will be payable the first payday, thirty (30) days after ratification.

- B. With respect to the Article XXIII, Section A, wage rates:

- (i) Effective January 1, 2005, each individual basic hourly rate will be increased by two and one-half percent (2.5%).
- (ii) Effective January 1, 2006, each individual basic hourly rate will be increased by three percent (3%).
- (iii) Effective January 1, 2007, each individual basic hourly rate will be increased by two and one-half percent (2.5%).
- (iv) Effective January 1, 2008, each individual basic hourly rate will be increased by three percent (3%).
- (v) Effective January 1, 2009, each individual basic hourly rate will be increased by three percent (3%).

C. Corporate Incentive Plan

The Union and Company agree to place all employees covered by this Agreement under the Company's Corporate Incentive Plan.

2. All percentage increases in rates of pay under this Agreement will apply to each rate.

3. Employees in the bargaining unit shall be paid biweekly on Friday before the start of their lunch period for time worked to the end of their regular schedule on Tuesday of the previous week. An employee scheduled off on payday shall be paid by the end of her last scheduled day preceding payday if the check is available.

**Job Descriptions and Job Evaluation**

4. An employee whose rate is incumbent as a result of job evaluation will not receive more than the negotiated increases extended to her classification.

5. Job Descriptions have been developed by the Company, have been mutually agreed to by the Company and the Union, and have been issued for each classification listed in the wage schedule. Those Job Descriptions consist of a descriptive listing of the principal DUTIES of the classification being described, which duties require the degree of skill, experience and training that is applicable to the rate paid by the classification being described, and the QUALIFICATIONS required to enter the classification being described.

6. The absence of any reference in the Job Description to a particular duty does not exempt employees in the classification from performance of the work if the degree of skill, experience and training required to perform the duty is on a par with, or is below the degree of skill, experience and training required to perform the items listed in the Job Description.

7. In the event of controversy as to whether or not the performance of any unlisted duty exceeds the degree of skill, experience and training required by the duties listed in the Job Description, the employee shall, if able, perform the duty and may immediately refer the matter to the Union Representative for a determination between the Company and the Union Representative.

8. Decision as to whether or not any item is to be included in any Job Description shall be subject to the mutual agreement of the Company and the Union only to the extent of determining the effect of such item on the evaluation of the Job Description concerned and the Pay Grade applicable.

9. When a new job is created within the bargaining unit such shall be subject to negotiations and if a new classification is added as a result of such negotiations a Job Description for the new classification shall be developed, agreed to, evaluated to determine the Pay Grade in which it falls, and issued as provided above.

10. Each classification included in this Agreement has been evaluated by a method mutually acceptable to the Company and the Union and thereby assigned a definite number of "points" as its evaluation.

11. Major changes in the content of any classification resulting in changes of its Job Description shall subject such classification to a revaluation to determine whether or not a change in Pay Grade shall be made.

12. When a new job and a new Job Description occurs, it shall be evaluated by the same method as used to evaluate all other jobs and the applicable Pay Grade determined thereby according to the agreement dated October 4, 1965.

13. If an agreement cannot be reached between the Company and the Union in the situations described in Sections 11 and 12 of this Article, the services of a consultant mutually acceptable to the Company and the Union shall be obtained according to the terms of the aforementioned agreement.

14. The monetary value shown for each step of the Rate Range is the base hourly straight time wage rate applicable.

15. The anniversary date of an employee shall be that date which is six (6) months, or a multiple of six (6) months after the date upon which the employee entered a job permanently. An employee shall be given credit for all actual hours spent on temporary relief on a particular classification.

16. If an anniversary date occurs either after the beginning or before the end of the pay period it shall be considered as occurring at the beginning of the pay period so far as changes in rate are concerned. If an anniversary date occurs on or after the employee's last regularly scheduled day in the pay period, it shall be considered as occurring at the beginning of the next pay period so far as changes in rate are concerned.

17. The Company shall have the right to require examinations, either recorded oral, written or practical, to determine an employee's ability to absorb the training necessary to enter and progress within the Customer Service Representative classification. An employee who does not pass an examination shall be eligible to retake the examination after sixty (60) days. A written test may not be used unless the job requires reading comprehension, writing or arithmetical skills, and may be used to measure the comprehension and skills required for such job.

Periodically, tests to determine the ability to absorb training will be offered to employees who may be interested in bidding into the Customer Service Representative Classification at a future date. Once the tests have been successfully completed, it will not be necessary to retake them upon becoming a successful bidder. In order to be considered a successful bidder, an employee must successfully complete these tests. But it shall not be a prerequisite to bidding.

Where a test is used by the Company as an aid to determine an employee's ability to absorb the training necessary to enter and progress within the Customer Service Representative classification, and where the use of the test is challenged properly in the grievance procedure, the following is hereby agreed to:

- A. The Company will furnish to a designated representative of the International Union a copy of the disputed test and all such background and related materials as may be relevant and available.
- B. All such tests and materials will be held in strictest confidence and will not be copied or disclosed to any other person; provided that such tests and materials may be disclosed to an expert in the testing field for the



purpose of preparation of the Union's position in the grievance procedure and to an arbitrator, if the case proceeds to that step. All tests and materials will be returned to the Company following resolution of the dispute.

- C. Copies of transcripts and exhibits presented in the arbitration of cases involving the challenge to a test will also be held in strictest confidence and will not be copied or otherwise published.

The Company shall be limited to the use of such examinations and testing procedures which are:

- (i) job related,
- (ii) fair in their makeup and their administration, and,
- (iii) free of cultural, racial or ethnic bias.

Testing procedures shall in all cases include notification to an applicant of her deficiencies and an offer to counsel her as to how she may overcome such deficiencies.

18. All employees in Local 13796 shall be eligible for the Aid to Education Program in accordance with Company Policy 13, subject to any future revisions.

## ARTICLE XI Hours of Work

1. The work week shall consist of seven (7) days commencing each week at 12:01 a.m. Monday.

2. A. Traditional Schedules

The stated schedule of work for 40-hour employees shall be eight (8) consecutive hours each day for five (5) consecutive days with a lunch period excluded. A time shall be established for the start of the stated schedule of work each day and such shall be changed only subject to the conditions hereinafter set forth. Should the Company wish to establish a stated schedule of work for 40-hour workers which does not consist of five (5) consecutive days each week such may be done, but the employee shall receive for the fifth (5th) day worked in the work week a bonus of eight (8) hours' pay in addition to pay for the eight (8) hours worked and if said fifth (5th) day occurs on Sunday a bonus of twelve (12) hours' pay in addition to pay for the eight (8) hours worked shall be given.

B. Alternative Schedules

The Company may establish full-time schedules which do not result in premium pay for any of the forty (40) hours of the employee's stated schedule in a work week. Such schedules may consist of not less than eight (8) consecutive hours, nor more than twelve (12) consecutive hours each day. Alternative schedules will be not less than three (3), nor more than five (5) days each work week, however, these may not be consecutive days in all cases. No alternative schedule shall be implemented which does not include two (2) consecutive days off. Not less than fifteen (15) working days (Saturdays, Sundays and Holidays excluded) prior to the implementation of any alternative schedule, the Company will notify the employees in the affected department, and shall meet with the Union President, or her designee, to review said schedule.

Not less than fifteen working (15) days (Saturdays, Sundays and Holidays excluded) prior to the elimination of alternative schedules in a department, the Company shall notify the affected employees. Changes in the days of the stated schedule, or changes in the stated hours for reporting to work greater than one (1) hour, except for training purposes, shall be considered a new alternative schedule subject to offering by seniority. Alternative schedules will be offered by seniority to the employees in the affected department until the necessary complement is attained.

Beginning June 1, 1999, alternative schedule provisions will apply only to the Southlake Customer Service Call Center and the South Bend Service Agency. On or after June 1, 2000, the alternative schedules may be expanded to other departments only upon the mutual agreement of the Company and Union. If the parties agree to expand alternative schedules to other departments, the above rules will apply.

Unless specifically stated elsewhere, the terms of this Agreement pertaining to forty (40) hour employees shall govern employees working alternative schedules. In no case will an alternative schedule for a full-time employee result in less than forty (40) hours of straight time pay.

3. A stated hour for reporting to work and a stated schedule of working time shall be given to each employee and, except in cases of emergency, twenty-four (24) hours' notice of any change in such stated schedule shall be given the employee, and such twenty-four (24) hour notice shall be measured from the start of the schedule to which the employee is being changed.

For those employees working shifts that overlap into two (2) days, it shall be counted as having been worked entirely in the day during which the work commenced.

A change of stated schedule occurs when:

- A. The employee is required to start to work earlier than the beginning of her stated schedule and is not permitted by the Company to work, or is not paid, at least until the end of her stated schedule.
- B. The employee is required to start to work later than the start of her stated schedule of working time.
- C. If an employee has her schedule changed in compliance with the above but is required to work sixteen (16) or more consecutive hours, she shall receive premium pay for the first (1st) day of her new schedule for those hours worked in excess of eight (8).

If the foregoing provisions are not complied with, all the time worked on the first day of the new schedule shall be considered overtime.

4. When the employee's stated schedule of work is less than eight (8) hours per day, the hours worked on the sixth (6th) and seventh (7th) consecutive days in the work week shall be paid in accordance with Section 6 of this Article.

5. Any hours worked outside the employee's stated schedule of work shall be at the premium rates prescribed by this Agreement.

6. All time worked in excess of eight (8) hours in any one (1) day or forty (40) hours in any one (1) work week shall be paid for at one and one-half (1-1/2) times the hours worked times the hourly rate of pay except that all time worked by forty (40) hour non-shift employees on Sunday, as such, or by shift workers on their second (2nd) scheduled day off, shall be paid for at two (2) times the hours worked times the hourly rate of pay. Further, all time worked on Saturday as a part of the stated schedule of 40-hour non-shift employees shall, in any event, be paid for at one and one-half (1-1/2) times the hours worked times the hourly rate of pay.

7. When an employee works outside her stated schedule of work she shall be paid for all hours worked according to Section 6 of this Article and the hours worked shall be determined as follows:



- A. If the request to perform such work is made more than one (1) hour prior to the designated reporting time, the hours worked at overtime shall begin when the employee leaves home and shall end when she returns home, provided she returns home prior to the start of her next stated schedule of work. The determination of hours worked at overtime shall end when the employee starts her next stated schedule of work, provided the employee is allowed to work, or is paid, at least to the end of her next stated schedule of work.
  - B. If the request to perform such work requires the employee to report at once, the hours worked at overtime shall begin when the request is received by the employee and end as provided in Subsection A above.
  - C. The total time allowed for work and travel under the above provisions shall be not less than two (2) hours' pay at the employee's regular rate of pay, but this shall not apply to employees whose time under the above provisions starts less than one (1) hour and twenty (20) minutes prior to the start of the employee's next stated schedule of work.
  - D. Excessive time required to report for work or to return home shall be subject to investigation and appropriate adjustment.
8. An employee who works sixteen (16) hours or more continuously shall have, upon request, a minimum rest period of eight (8) hours before returning to work. To the extent such rest period extends into her regular work day and her stated schedule of work, she shall lose no time thereby. Time worked during the first fourteen (14) hours of continuous work shall be paid as per the employee's stated schedule and any work beyond fourteen (14) hours shall be at double time.
9. When an employee reports for work and is released from duty that day, it shall be considered that she has completed a day's work; and if she is called out later to work during the working day, such time worked shall be considered overtime.

10. When an employee receives less than sixteen (16) hours notice canceling scheduled overtime work prior to reporting at the designated place for such work, she shall be paid two (2) hours' time at her hourly rate of pay.

11. Employees working a regularly stated schedule at the time the change is made to Daylight Saving Time in the spring shall work seven (7) actual hours with no loss of normal pay. Employees working a regularly stated schedule at the time the change is made from Daylight Saving Time in the fall shall work nine (9) hours and receive pay at the established premium rate for the ninth (9th) hour.

12. An employee who is unable to report for work at her next designated starting time because of illness or other bona fide personal reason shall notify her immediate Supervisor or Department Head as soon as the fact is known to her, and shall notify her immediate Supervisor or Department Head as to the time she will return to her stated schedule as soon as the fact is known to her.

13. All time shall be figured to the nearest one-fourth (1/4) hour worked. Where the employee is required as often as every other day to work less than eight (8) minutes overtime, within a pay period, such time shall be accumulated and paid in units of one-quarter (1/4) hour.

Time off as a result of reporting late or quitting early shall be deducted to the nearest one-quarter (1/4) hour.

## ARTICLE XII Distribution of Overtime

1. When work is to be performed on overtime rates the employees who perform such work during regular schedule shall be offered such work.
2. The monetary value of premium hours worked by or offered to employees shall be distributed equally among the eligible employees as far as possible. Upon the request of the Department Steward or Grievance Committeeperson, the Department Head shall furnish the record of overtime worked by each employee or any employee of the Department.
3. Employees shall be given as much advance notice of overtime work as possible. When an employee is requested to work overtime, the Company and the Union agree that the request should be accepted unless unusual personal hardship or inconvenience would result.
4. An employee who is off work for any reason is not eligible for overtime unless she notifies her supervisor in advance that she will be available should such overtime occur. If she does notify her supervisor in advance but later cannot be contacted she will not be charged with the amount of overtime actually worked. If she does not notify her supervisor in advance, the Company will have no responsibility to contact her and she will be charged with the amount of overtime paid to the employee who was contacted and who did the work. Employees on leave pursuant to FMLA shall not be charged. However, employees on sick leave, leaves of absence, and those restricted from working overtime shall be charged. For holidays that occur on Friday or Thursday and Friday of the week preceding an employee's scheduled vacation, or on the Monday immediately following said scheduled vacation, an employee will be eligible for overtime worked on the holiday, provided that she notifies her supervisor in advance that she will be available should such overtime occur.
5. Employees entering a new classification on a permanent basis shall be immediately charged with an amount of overtime equal to the greatest amount charged to any employee or employees of the same classification at the same location.

6. The overtime standings for clerical bargaining unit employees of each department at each location shall be determined as of 12:00 noon every other Tuesday, concurrent with the close of the clerical pay period, shall be posted on the bulletin board and shall be effective at 12:00 noon on the following Friday, shall be considered as fixed for a period of two (2) weeks and shall govern the offering of overtime work.

When Friday is a Holiday observed by the Company, the posting shall be made the Thursday before the Holiday and shall be effective on that Thursday until two (2) weeks from the following Friday unless such Friday is a Holiday observed by the Company in which case the foregoing shall continue to apply.

When Thursday is also a Holiday observed by the Company in addition to the following Friday, the posting shall be made on the Wednesday before the Holiday and shall be effective on that Wednesday until two (2) weeks from the following Friday unless such Friday is a Holiday observed by the Company in which case such posting would be effective until two (2) weeks from the following Thursday unless that Thursday is also a Holiday observed by the Company in which case such posting would be effective until the following Wednesday.

Changes in the overtime standing that are made as a result of a settlement of a grievance will be made on the next weekly posting.

If the overtime standing of two (2) employees is equal, the senior employee of the two shall be considered low.

7. All records on overtime are to be shown in hours, but in hours paid rather than hours worked: that is, after conversion by multiplying the hours worked by one and one-half (1-1/2) or two (2), as the case may be.

8. Unscheduled overtime shall be charged against an employee as having been worked if she is contacted in proper turn and she cannot or will not work or, if she has a telephone, a call is made which is answered and she does not come out to work.



- A. If an employee with a telephone is contacted personally or a contact is made at her residence, and she cannot come out to work for any reason whatsoever, she shall be charged as having worked.
- B. If the call is not completed, the employee will not be charged. If the call is completed and the employee does not come out to work, she is to be charged with the overtime that she might have worked regardless of the reason for her not coming out. Such an employee shall be charged with the hours actually paid to that employee who was called next following the call made to the employee who does not work. If two or more employees in succession do not or cannot accept the call, they shall all be charged with the time actually paid to that one who is finally contacted and who actually comes out to work.
- C. Management shall wait thirty (30) minutes to allow the employees appropriate travel time before initiating the callout procedure.

9. Local Union Officers, Grievance Committee persons, Stewards, or other employees who are absent from work due to official Union Business shall not be charged as refusing overtime.

10. Each employee shall be responsible for verifying the accuracy of her telephone number on the overtime standings. Any employee who requests that her telephone number not be shown on the overtime standings, shall inform her supervisor, in writing, to omit such number. However, it shall continue to be the employee's responsibility to verify the accuracy of her telephone number and to notify the Company in writing of any changes.

**ARTICLE XIII**  
**Meal Money**

**(ALL DISTRICT, PLANTS AND DEPARTMENTS)**

1. The meal money provisions are set forth to provide for reimbursing the employee for out-of-pocket expense incurred because the employee works overtime.

The Company will establish credit arrangements, for the amount specified in paragraph 4 of this Section, at selected restaurants and each employee must sign an individual check for a meal provided by the Company at restaurants where such credit arrangements have been made.

A meal or cost of a meal as listed on the menu, excluding alcoholic beverages, will be reimbursed upon presentation of an appropriate receipt.

Meal payments will be limited to a total reimbursement not to exceed Nine Dollars (\$9.00) for all individual meals eaten in a restaurant.

2. If an employee is required to work as much as one and one-half (1-1/2) hours beyond the normally scheduled working hours, she shall receive, in addition to overtime, a meal which shall be furnished her by the Company; or, if a meal is not furnished, she shall be paid the sum of Six Dollars (\$6.00) for such meal. Such meals may be eaten prior to the start of such overtime work if the necessary progress of the work is not affected, but shall be counted as having been eaten after one and one-half (1-1/2) hours of work beyond regular quitting time when determining whether or not time for eating shall be paid or when another meal is due.

When employees work a minimum of three (3) hours of overtime past the normally scheduled working hours and choose to complete the overtime assignment and not to take a break to eat the earned meal, the employees shall receive, in addition to the overtime, a meal provided under the provision of this Article and shall be allowed a maximum of thirty (30) minutes for the meal counted as time worked.

Employees eating a meal at regular quitting time and returning to complete the overtime assignment must continue to work for four and one-half (4-1/2) hours to be paid for the thirty (30) minutes spent in eating the meal.

3. Reasonable time, but not more than thirty (30) minutes shall be allowed for meals and counted as time worked when overtime work is thereafter continued a minimum of three (3) hours.

4. If an employee is called out for overtime work one and one-half (1-1/2) hours or more prior to her regularly scheduled starting time and continues to work her stated schedule of work, she shall receive, in addition to overtime for the hours prior to the start of her stated schedule of work, a meal which shall be furnished by the Company, or if a meal is not so furnished, she shall be paid the sum of Six Dollars (\$6.00) for such meal. If an employee so called out does not bring her lunch, she shall have a noon meal furnished; or if such meal is not so furnished, she shall be paid the sum of Six Dollars (\$6.00) for such meal.

5. When work continues beyond one and one-half (1-1/2) hours after scheduled quitting time, an additional meal shall be furnished at intervals of not more than four (4) hours commencing one and one-half (1-1/2) hours after scheduled quitting time if the employee continues to work through such interval. The time paid for eating a meal shall not be included for the purpose of computing the elapsed time in the next four (4) hour interval at the end of which an employee would be entitled to a meal.

6. If an employee is called out to work after quitting time or is notified to return the same day for work where there is elapsed time from the completion of her regular work schedule to the beginning of such work, and she works four (4) hours or more, a meal shall be furnished at the end of each interval of four (4) hours terminating one and one-half (1-1/2) hours before her scheduled starting time.

7. When an employee is required by the Company to delay her regularly scheduled noon meal longer than one (1) hour, she shall be paid a premium of one-fourth (1/4) hour at her hourly rate of pay.

8. Meal money shall be paid in accordance with the rules for a regular work day when an employee is requested before her regular quitting time the day of her last prior normally scheduled work day to work on any of her days off.

9. The practice with respect to the payment of meals to employees when working outside district headquarters shall be paid the same as Article XVI, Section 9.

10. If any of these provisions for meal money call for furnishing more than one (1) meal in a four (4) hour period, only one (1) meal shall be furnished.



**ARTICLE XIV**  
**Sick Leave**

1. Sick Leave benefits shall be granted to an employee who has at least six (6) months' seniority in this bargaining unit, commencing not later than the first (1st) scheduled day of a disability caused by personal illness or injury sustained off the job, including disability due to pregnancy and childbirth or related medical conditions, and occurring after the effective date of this Agreement. Such employee shall receive eighty percent (80%) of her base pay during the period of disability in any one (1) calendar year or for any one (1) continuous disability.

2. The maximum period during which such Sick Leave benefits will be allowed for a full-time employee, whether initially hired as full-time or part-time before May 31, 2004, shall be determined by the seniority of the employee at the time the sickness or injury occurs according to the following schedule:

6 months but less than 1 year --	1 week
1 year but less than 2 years --	4 weeks
2 years but less than 3 years --	7 weeks
3 years but less than 4 years --	10 weeks
4 years but less than 5 years --	13 weeks
5 years but less than 10 years --	18 weeks
10 years but less than 15 years --	30 weeks
15 years but less than 20 years --	39 weeks
20 years but less than 25 years --	44 weeks
25 years and over--	52 weeks

3. The maximum period during which such Sick Leave benefits will be allowed for a full-time employee hired after May 31, 2004, shall be determined by the seniority of the employee at the time the sickness or injury occurs according to the following schedule:

<u>6 months but less than 1 year --</u>	<u>1 week</u>
<u>1 year but less than 2 years --</u>	<u>4 weeks</u>
<u>2 years but less than 3 years --</u>	<u>7 weeks</u>
<u>3 years but less than 4 years --</u>	<u>10 weeks</u>
<u>4 years but less than 5 years --</u>	<u>13 weeks</u>
<u>5 years but less than 10 years --</u>	<u>18 weeks</u>
<u>10 years and over --</u>	<u>26 weeks</u>

Any employee requiring sick leave in excess of twenty-six (26) weeks shall apply for long-term disability benefits through the insurance carrier.

Long-term disability benefits pays 50 percent (50%) of employee's base salary (employee may purchase an additional ten percent [10]). The benefit would end after two (2) years if the employee cannot perform his job, and would continue to age 65 if the employee cannot perform any Bargaining Unit job.

4. A part-time employee, disabled due to a personal illness or injury sustained off the job, will be provided with fifty (50%) of the paid sick leave days she would receive if she were a full-time employee hired after May 31, 2004. However, when she has six (6) months seniority she shall receive one (1) week paid sick leave.

- A. Paid part-time Sick Leave days will be granted at 60% of the classification's base pay.
- B. Absences provided under this section will only be considered Sick Leave upon receipt of a written statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant, on the form attached as Exhibit 2.
- C. Paid Sick Leave will not begin until the second (2nd) day of the disability period.

5. An employee who is injured in the course of her employment with the Company and is receiving weekly compensation as provided by the Indiana Workers' Compensation Act, shall be granted Sick Leave benefits commencing with the day following such injury and continue for the length of the injury or the termination of the case through a settlement by the Industrial Board. Such employee shall receive as Sick Leave benefits, in addition to the weekly compensation provided by the Indiana Workers' Compensation Act, the difference between her base pay and weekly compensation for the first twenty-six (26) weeks of disability; and, thereafter, the difference between eighty percent (80%) of her base pay and the weekly compensation. In the event the Company becomes liable for the payment of compensation under said Compensation Act retroactively for the first seven (7) days of such disability, no further payment for

said first seven (7) days shall be due the employee, but the Company shall credit against Sick Leave payments the amount of such retroactive liability for compensation payment for the first seven (7) days.

6. Wage allowance herein for: (1) absences due to occupational injury occurring in the course of employment with the Company and (2) absences due to personal illness or injury shall be computed separately and neither one of the two shall be charged against the allowance herein for the other.

7. If the Company contests the fact that an injury did in fact occur on the job, and the employee is refused the provisions set forth in this Article for an on-the-job injury, she shall be granted sick leave without prejudice or precedent pending the outcome of any Workers' Compensation case.

Any and all medical expenses incurred by the injured shall be paid by the Company on the same basis as provided by the Group Medical Plan. In the event said Compensation Case is declared in favor of the Company, said expense will then be payable by the Group Insurance carrier. It is the intent of this paragraph to provide medical services in advance of a determination of a disputed Worker's Compensation case and it is not intended that a double medical expense liability be created for the Company.

Medical services shall be by a designated Company doctor. In the event the employee then chooses to go to her personal doctor who disagrees with the Company doctor, the employee's doctor shall confer with the Company doctor with her diagnosis. If the Company doctor should disagree with the employee's doctor, the Chief Company Doctor shall obtain an opinion from a third doctor, whose opinion will be accepted as final. The third doctor shall not be another Company doctor.

8. Holidays observed by the Company that occur when an employee is receiving Sick Leave benefits shall include Work Dispatcher or night bonus if the employee has earned the bonus in at least One Thousand Forty (1,040) hours of the twelve (12) month period preceding the holiday, and will not be charged against the eligibility period listed in Section 2 of this Article.

9. Payments shall be made biweekly, and payments for fractions of a week shall be appropriately adjusted.

10. Successive disabilities shall be deemed one continuous disability if due to the same cause and separated by fourteen (14) days or less.

11. Benefits shall be paid upon receipt of a written statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant on the form attached as Exhibit 2, to the effect that the employee is disabled and unable to perform her regular job due to personal illness or injury sustained off the job. Additional statements from the employee's physician may be requested by the Company from time to time during periods of prolonged illness.

The Administrator of the Sick Leave Program may request, not as a routine matter but only when he has reasonable cause to question the basis of an employee's claim for sick leave benefits, that such employee who has filed a claim for sick leave benefits authorize release (by the form attached as Exhibit 3) to the Chief Company Doctor of medical information relating to and necessary to process that employee's claim for such benefits. The Company shall reimburse the employee for the cost of obtaining the records, should there be any, when the sick leave claim is substantiated. No benefits shall be paid on that claim unless and until the medical information necessary to support and substantiate the employee's claim is received by the Chief Company Doctor. After receipt of such medical information, the Chief Company Doctor, if he deems it necessary and upon reasonable advance notice to the claimant, shall have the right to order an examination of the claimant prior to payment by the Company of any sick leave benefits. Any examination ordered shall be by a Company Doctor chosen by the employee from a list provided by the Company, at Company expense. In the event the Company Doctor and the employee's personal Doctor do not agree the local medical society shall name a doctor to examine the employee at Company expense. The report of such doctor shall be final.

12. The employee shall notify her Supervisor of such personal illness or injury as soon as possible. A complete report shall be furnished on the form provided at the earliest possible date following the occurrence of the disability.



13. A. Benefits will not be paid to an employee for an accident arising out of or in the course of any employment for wages or profit not with the Company.
- B. Sick leave benefits will be paid to an employee otherwise eligible therefore under this Article XIV if the employee is confined for treatment of alcoholism or a chemical dependence in a hospital or other recognized treatment facility. Sick leave benefits under this paragraph B shall be payable only for one occasion of such treatment and for no more than four (4) weeks, or such lesser period of benefits for which the employee may be eligible under Sections 2 and 3 of this Article. The Company will provide one unpaid leave of absence, if required, for a subsequent treatment session. Further assistance or treatment requirements will be examined by the Company on a case-by-case basis.
14. Examination of the employee by a Company doctor at Company expense and determination of her physical ability to return to work after being off due to illness or injury shall be confined to the sickness or injury that caused the loss of time, but the employee shall return to work only if able to perform the work assigned to her and do so with safety to herself and her fellow workers.
- A. If the Company doctor should disagree with the employee's doctor regarding the employee's ability to return to work, the Chief Company Doctor shall obtain an opinion from a third doctor whose opinion will be accepted as final. The third doctor shall not be another Company doctor.
- B. Any unrelated conditions revealed by the examination shall be reported to the Company by its doctor together with recommendations as to the procedures and/or treatments necessary to correct, minimize or improve such conditions and such shall be immediately transmitted to the employee for her information and guidance, but such shall not be a factor in determining whether or not the employee shall return to work if the employee's ability to properly perform the work assigned to her with safety to herself and her fellow workers is not affected.

**ARTICLE XV**  
**Bulletin Boards**

1. The Company agrees to provide space for and furnish separate bulletin boards for posting of notices of the Union addressed to its members or employees in the bargaining unit. Such bulletin boards shall be maintained at each of the principal places of business of the Company at which large groups of employees are required to report. At outside offices where there are three (3) or more employees whose classifications are in this bargaining unit, a board shall be provided. Where feasible to do so, one double size board may be provided to serve two local unions. The Union shall not be entitled to post notices on any bulletin board maintained by the Company other than those specifically provided herein.

**ARTICLE XVI**  
**Travel Time and Transportation**

1. Travel from the headquarters to the job and from the job to the headquarters shall be counted as work performed. All employees shall commence and finish their day's work at the designated headquarters. Consuming excess time, lingering or loitering in travel to and from the job shall be cause for discipline or deduction of time.
2. Travel time from the employee's home to headquarters will not be paid for when an employee is notified before her regular quitting time to report the following day or days in advance of her usual starting time to lengthen the work day, except as provided by Section 7, Article XI hereof.
3. Travel time from the employee's home to headquarters will not be paid when an employee is requested before quitting time on her last previous day of work to work on either or both of her days off.
4. When employees are required by the Company to operate their personal cars for any reason during periods when they are receiving their regular rate of pay either on straight or premium time, such employees shall be reimbursed for such operation at the maximum applicable government allowance per mile. Effective June 1, 1995, employees will be required to operate their personal vehicles.
5. Travel time from regularly designated headquarters and return shall be paid to an employee who is requested by the Company to report to another location, if such travel is outside the employee's regularly scheduled hours of work.
6. When employees other than those whose headquarters are in the LaPorte District are sent to the Training Center at LaPorte for schooling, local management shall dictate the mode of transportation to be used and shall reimburse the employee on the basis of the mode of transportation designated and used. When employees are required by the Company to operate their personal cars, they will be allowed the maximum applicable government allowance per mile. If public transportation is designated, the established fare will be allowed in each individual case. Effective June 1, 1995, employees will be required to operate their personal vehicles.

7. When employees other than those whose headquarters are in the LaPorte District are sent to the Training center at LaPorte for schooling, they shall receive a pay allowance at their regular rate of pay for travel to and from the school according to the following schedule when such travel is during regular working hours; otherwise the schedule below shall be converted to premium:

- A. L.N.G. Plant, Michigan City, Michigan City Generating Station -- 1/2 hour each way.
- B. Bailly Generating Station, and Valparaiso -- 3/4 hour each way.
- C. Construction-Aetna complex, Crown Point, Gary, Plymouth, R. M. Schahfer Generating Station, and South Bend -- 1 hour each way.
- D. Southlake Complex, Hammond, and Dean H. Mitchell Generating Station -- 1 1/4 hours each way.
- E. Goshen, and Monticello -- 1 1/2 hours each way.
- F. Peru -- 2 hours each way.
- G. Angola, and Fort Wayne -- 2-1/2 hours each way.

8. In the event the training period starts after lunch one day and ends at lunch of a subsequent day, travel one way on the above schedules shall apply on the first and last day of the training period, except that employees who are housed at Company expense according to Section 9 of this Article shall not be entitled to any travel time on the above schedules. All employees will attend such schools without loss of base pay.

9. The Company reserves the right to house at Company expense employees in categories B to G inclusive of Section 7 of this Article in LaPorte during the school period, in which event the employee will receive travel time allowance at the beginning and end of the school period unless otherwise provided by Section 8 of this Article. Such employees will be paid an expense allowance of eighteen dollars (\$18.00) for each full day of housing or five dollars (\$5.00) for each two-third (2/3) and eight dollars (\$8.00) for the last



one-third (1/3) of a day of such housing, which sum shall be in addition to the cost of housing and the travel allowance specified in Section 7 of this Article, and shall cover local transportation, meals and all other expenses. Those traveling to and from their homes each day from any of the locations in the categories in Section 7 of this Article shall be paid expenses for one-third (1/3) of a day.

Employees in the LaPorte District will receive one-third (1/3) day allowance of five dollars (\$5.00) while attending school at the Training Center.

**ARTICLE XVII**  
**General Working Conditions**

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1. Supervisors shall not normally perform the work covered by the Job Descriptions of this bargaining unit except for purposes of training an employee or checking the work.

2. Two (2) fifteen (15) minute rest periods each day worked shall be granted with pay to each employee except those doing field work. The first such rest period shall be taken prior to the normal lunch period and the second shall be taken after the normal lunch period, at such times as to minimize the effect on the work. Tardiness in returning from the rest period shall result in adjustment according to Article XI, Section 13.

Two (2) fifteen (15) minute rest periods and one (1) 30 minute rest period for 12-hour workers shall be granted with pay to each employee working the 12-hour shift. Each rest period is to be taken separately.

Part-time employees who work six (6) or more hours in one (1) day shall receive two (2) breaks – one (1) break in the first half of the day, and the other in the second half of the day. Part-time employees who work less than six (6) hours will receive one (1) break.

Breaks on overtime will be administered the same for both full-time and part-time employees.

3. When an employee is absent from work while performing compulsory jury service, or is appearing as a witness to a coroner's jury or inquest as a result of a subpoena served because the employee witnessed the accident during working hours, such absence will be granted without loss of base pay at the regular hourly rate.

Any employees who are scheduled to work the evening and night shifts on days they are also scheduled to perform court service according to this Section may be absent from work during their regular scheduled shift for that day and will be granted base pay at their regular hourly rate plus the applicable shift premium.

A regular full-time employee who is subpoenaed to appear as a witness in a case in which they are not a party shall be excused to be in attendance and will be paid one half (1/2) their regular base rate.

Payments in connection with this Section will be made only if the employee presents evidence to her supervisor indicating that she has been called for the court service as indicated in her request to be absent from work.

4. Time off without loss of base pay in connection with the funeral of those relatives named below shall be granted full-time employees having at least six (6) months of seniority, with such time off being allowed between the time of death to and including the day following the funeral, as follows:

- A. A maximum of five (5) regularly scheduled workdays following the death of the employee's wife, husband or child.
- B. A maximum of four (4) regularly scheduled workdays following the death of the employee's father, mother, step-father, step-mother, step-child, brother, sister, half-brother, half-sister, foster child or foster parent.
- C. A maximum of two (2) regularly scheduled workdays following the death of the employee's grandmother, grandfather, father-in-law, mother-in-law, grandchild, sister-in-law, brother-in-law, step-brother or step-sister.
- D. When an employee is on vacation and the death of the spouse, child, stepchild, foster child, father or mother occurs whereas provisions for base wages are otherwise made under this Article, the employee may extend her vacation period to include the number of days allotted.
- E. If the day following the funeral falls on Saturday or Sunday, then the Monday following the funeral will be allowed off.
- F. Part-time Funeral Leave

Time off for part-time employees in connection with the funeral of those relatives named below, if properly documented and reported to the employee's supervisor, will be considered excused.

1. A maximum of five (5) regularly scheduled workdays following the death of the employee's wife, husband or child.
2. A maximum of four (4) regularly scheduled workdays following the death of the employee's father, mother, step-father, step-mother, step-child, brother, sister, half-brother, half-sister, foster child or foster parent.
3. A maximum of two (2) regularly scheduled workdays following the death of the employee's grandmother, grandfather, father-in-law, mother-in-law, grandchild, sister-in-law, brother-in-law, step-brother or step-sister.

Part-time employees shall not receive their base pay during time off in connection with the funeral of a relative.

5. During the term of this Agreement, the Company will pay:
  - (i) base wages for employees designated by the Union while serving as authorized members of a Union Negotiating Committee in general negotiations;
  - (ii) base wages for employees designated by the Union while attending the three (3) safety meetings referred to in Article XVIII, Section 4;
  - (iii) base wages for employees designated by the Union while attending the Company-Union Civil Rights committee quarterly meetings referred to in Article XVII, Section 10;
  - (iv) base wages for employees designated by the Union while attending meetings of the joint Company-Union Committee on Alcoholism and Drug Abuse referred to in Article XVIII, Section 9;



- (v) base wages for employees designated by the Union while performing authorized Company-Union business. The Union is to notify the Manager of Labor Relations of the Union representative(s) hours to be charged;
- (vi) base wages for employees designated by the Union while attending meetings of the Company-Union Committee on Automation and Technological Change referred to in Article XVIII, Section 10;

until the aggregate of such payments total, but does not exceed, six thousand five hundred (6,500) hours for the term of the contract. Charges exceeding this total will not be paid by the Company but the annual earnings, for pension purposes, of employees serving as authorized members of a Union Negotiating Committee in 2009 shall not be reduced due to the fact that such employees serve after the total of six thousand five hundred (6,500) hours has been charged off. The foregoing hours are for the term of this Agreement, June 1, 2004 through May 31, 2009. Any unused hours from the 1999 Agreement will be carried over to the 2004 Agreement. Such unused hours must be charged before June 1, 2006.

In the event the maximum hours for the term of the contract have been charged off, the Company will continue to pay a maximum of three (3) authorized members of the Union Negotiating Committee for any regular scheduled hours those members spend in Company-Union Negotiation meetings.

6. A leave of absence not exceeding thirty (30) days for any valid reason other than sickness or injury shall be granted an employee having six (6) months or more of seniority in this bargaining unit, provided application is made at least seven (7) days prior to the start of such leave. Leaves in excess of thirty (30) days other than those granted when sick leave expires or for military service shall be submitted through the Union and shall be subject to approval of the Company.

7. Leaves of absence for disability due to sickness or injury, including disability due to pregnancy and childbirth or related medical conditions, for any period beyond the period for which sick leave benefits are payable under Sections 2, 3 and 4 of Article XIV, will be

granted only on the basis of a valid statement from a physician licensed to practice medicine, a licensed Nurse Practitioner, or a licensed Physician's Assistant that the employee continues to be temporarily disabled and unable to return to work. If the leave of absence exceeds one (1) month, the Company shall have the right to request periodically a doctor's statement certifying that the employee continues to be temporarily disabled and unable to return to work. Any dispute regarding the employee's continued disability or inability to return to work shall be resolved pursuant to the provisions of Section 14 of Article XIV. Upon return to work, the employee shall have the right to resume the regular classification she held at the time the leave was granted. Failure to return from such leave shall constitute termination of service by resignation as of the last day of active employment.

An employee who has completed their probationary period but who does not have six (6) months of seniority may request a leave of absence not to exceed seven (7) calendar days if the employee becomes disabled as a result of an illness or injury and substantiates such disability on the appropriate doctor's certification form.

The employee granted such physical leave of absence will not be entitled to an additional leave of absence or any sick leave benefits until such time that the employee returns unrestricted to active full-time employment.

8. A leave of absence for the purpose of adopting a child will be granted an employee who has attained at least six (6) months seniority in this bargaining unit. The duration of the leave, not to exceed six (6) months, for adoption will be determined by the requirements set by the agency through which the adoption is being handled.

The employee shall meet the following requirements:

- A. Notify the Company in writing at least seven (7) days prior to the start of the leave of absence.
- B. Provide documentation concerning the requirements of the adoption agency and forward to the Manager of Labor Relations.

- C. Agree to Company verification of the agency's requirements for the pending adoption through the Labor Relations Department.

Employees who are placed on adoption leave of absence shall be eligible to continue their medical and life insurance coverage for the duration of the leave. The employee shall pay the full premium for such coverage.

9. The Company and the Union recognize that good customer relations are vital to the successful operation of the Company. This is particularly true since the Company is a public utility which receives its "right to serve" from the people.

The Company supervision at all levels, including exempt employees, and employees in the clerical bargaining unit, realize that politeness, courtesy, tact, attitude toward and conduct with customers--either in person or by telephone--can materially affect the good will of the Company.

Company supervision shall recognize their responsibility to instruct, advise, and guide employees in these essentials when dealing with customers, and supervision shall be available at all times to assist employees in unusual and trying situations.

The Union recognizes that employee personalities vary and that employees holding jobs requiring customer contact must have the personality qualifications needed to perform the job.

10. All disputes and controversies arising under or in connection with the terms or provisions hereof that pertain to civil rights, shall be subject to the civil rights procedure hereinafter set forth:

A joint Company-Union Civil Rights Committee shall be established to discuss civil rights matters that have been processed through the Local Union Screening Committee.

The Local Union representatives will include the President, Chairman of the Grievance Committee, and two (2) representatives from the Local Union Civil Rights Committee.

This committee should be composed of members of both Local Union 12775 and Local Union 13796.

The Company representatives will include the Company's Affirmative Action Representative and three (3) other Company members.

This committee will meet quarterly throughout the calendar year at a mutually agreed-upon location.

Prior to such meeting, the Company and the Union will submit to the other an agenda of the items to be discussed, if available.

Minutes of the meetings will be prepared jointly by the Union and the Company prior to submission to the Union International Civil Rights Department.

11. The practices with respect to outside work in inclement weather shall continue as in the past.

12. Wherever the words "she" or "her" are used in this Agreement, such shall be interpreted to reflect male or female employees.

13. The Company shall prepare and post on the Union bulletin boards a seniority list by departments as of December 15 and June 15 of each year. If an employee has different seniority dates for bidding, bumping and vacations than she has for Company seniority, all the dates shall be listed. The list shall remain posted until new postings are made. Such lists shall be posted not later than January 2, and July 1.

14. The Company shall furnish to the office of the United Steelworkers and the office of the Financial Secretary computer print-out lists that are available that will provide a list of the home addresses, social security numbers, seniority dates, job classifications and ages of all employees in the bargaining unit as of January 1 of each year.

15. At the close of each month the Company shall prepare and post on Union bulletin boards, on a local basis in the districts and departments, a list showing permanent changes in classification of



employees whose classifications are contained in this Agreement which do not occur through the bidding procedure prescribed in Section 13 of Article VI and temporary changes in effect for more than three (3) weeks which are not occasioned by the vacation, sick leave, compensable absence or leave of absence of employees whose classifications are contained in this Agreement.

16. The Company and Union have mutually agreed to a program for payroll deductions for the purchase of individual retirement account certificates.

17. The Company will provide mailing labels to the Local Union office on a quarterly basis for all clerical employees. These labels will only be used for the dissemination of information for general union use.

18. The Company shall make an earnest effort to provide office space for the sole and private use of Local 13796 in one of the Company-owned buildings.

19. Bargaining unit employees shall be accorded the opportunity to participate in the Northern Indiana Public Service Company Tax Deferred Savings Plan (401K Program). Such participation shall be subject to all applicable legal, administrative and eligibility requirements governing the 401K Program which may be in effect from time to time.

20. The Company agrees to investigate the possible implementation of a Career Development Program and a National Policy.

21. The Company agrees to notify the Union when tests are being developed for classifications where no qualifying examinations now exist. The Company will not implement any tests before the Union has reviewed such tests. The Union agrees to complete their review within 45 days of notification.

## ARTICLE XVIII Health and Safety

1. The Company shall provide a sufficient supply of the specific devices and equipment and adopt such rules and practices as are required to insure that all reasonable provisions are made for the safety and health of its employees. The immediate Supervisor shall be responsible for seeing to it that rules and practices are observed and that such protective devices and equipment as are provided are used.

Employees whose duties include carrying of Company funds outside of Company premises shall not be held liable for the loss thereof unless the loss occurs because of the fault or negligence of the employee. Such employees shall be provided with a commercial security escort in those locations where one is available.

The Company will reimburse employees up to sixty-five dollars (\$65.00) for the cost of acquiring anti-reflective coating on prescription glasses, upon presentation of a receipt. However, this shall apply no more than once every twelve (12) months.

2. The employees shall use and make every effort to preserve the devices and equipment provided for their safety, and shall observe the rules and practices applicable to the work.

3. The Company shall furnish a report of the findings of a lost time or automotive accident to the employee and with her consent will send a copy to the Local Union office. In Board of Review hearings in connection with lost time accidents, the local Grievance Committee person may represent the employee in lieu of the Steward as provided in Article V, Section 2.

4. A Representative or Representatives of the Health and Safety Section of the Safety and Training Department and the Local Union Safety Committee shall meet three (3) times a year on mutually agreed to dates to discuss health and safety issues. One of the meetings shall be a joint meeting with representatives from both Local Union 13796 and Local Union 12775 Health and Safety Committees.

Prior to each scheduled meeting, to provide sufficient time for review, the Company and the Union each will submit an agenda to the other of the items to be discussed.

5. Before revisions, additions or deletions are made to the Safety Manual, a committee of three (3) bargaining unit employees designated by the Union shall meet with a committee of three (3) supervisory employees designated by the Company to discuss such revisions, additions or deletions.

Prior to such meeting the Company and the Union will submit to the other an agenda of the items to be discussed.

Following such meeting, a written report shall be prepared by each committee and submitted to the Director of Employee and Facility Services and to the President of the Local Union. Each report should include specific objections to any of the items discussed. The Director of Employee and Facility Services will submit these reports to the Company Central Safety Committee.

The Union will be given an opportunity to discuss their objections to any suggested changes with the Central Safety Committee before their final decision is made regarding revisions, additions or deletions to the Safety Manual.

The Company will offer reasonable explanations in writing to any objections the Union might have pertaining to any revisions or changes in the Safety Manual. The Company will adopt all applicable safety rules of the State and Federal governments and Workers' Compensation Laws.

6. The Group Life, Medical, Dental, Orthodontia and Vision Insurance Plans and the Pension Plan were negotiated as to terms and premiums and published under separate cover and under the terms of this Agreement shall be applicable thereto the same as if fully set forth herein.

- A. The laid-off employee's medical and life insurance coverage will remain in effect the remainder of the calendar month in which the lay-off occurs and the following calendar month.
- B. A deduction from payroll will be made if the employee works one day in the work period in which there is a scheduled payroll deduction for insurance premium payment.

- C. The Company will pay the full cost of any remaining unpaid premiums for the coverage period as outlined above.

Should the laid-off employee be re-employed, either in a regular job or as a member of the Temporary Manpower Pool during the time frames outlined above, the provisions in paragraph C would not apply. Medical and life insurance coverages would remain in effect as if she were an active employee and appropriate payroll deductions would be made to recover that portion of the premium payments normally made by the employee.

Subsequent to the coverages provided in paragraph A, the laid-off employee has the option of being covered under provisions of the group plan for a maximum period of one (1) year from the date of the employee's initial separation from active employment with the Company. The full premium for this coverage shall be borne by the laid-off employee. These premium payments must be made to the Company in advance. Medical and life insurance premium payments must be made and in the possession of the Employee Benefits Department by the last working day of the month prior to the month of coverage. Otherwise, termination will occur on the first of the month and the normal ninety (90) day waiting period provisions would apply concerning the re-establishment of insurance coverages. An employee's eligibility for this coverage will terminate at such time the employee is granted medical insurance coverage through other employment.

Subsequent to the expiration of the covered time periods outlined above, the laid-off participant may apply to the insurance carrier for coverage under the Conversion Privilege of the policy.

Bargaining unit employees who are placed on lay-off status by the Company shall be eligible to continue their comprehensive medical insurance coverage for a maximum period of one (1) year from the date of the employee's initial separation from active employment with the Company. The full premium for this coverage shall be borne by the laid-off employee.



An employee's eligibility for this coverage will terminate at such time the employee is granted medical insurance coverage through other employment.

- D. Effective June 1, 2004, if an employee is approved for Social Security Disability, then pension disability will also be approved. This will not be considered retroactive, and will be approved as of the Social Security approval date and not the effective date of the Disability.

7. An employee whose Sick Leave benefits have expired according to Article XIV, Sections 2 and 3 and who is unable to return to work and thereby placed on a leave of absence, shall be eligible to continue her Comprehensive Medical, Life Insurance, Dental, Orthodontia and Vision coverage under the following conditions:

- A. An employee with less than ten (10) years of service may continue the applicable coverage for one (1) year at the same premium extended to active employees.
- B. An employee with ten (10) or more years of service may continue the applicable coverage for one (1) year at the same premium extended to active employees, and if the same leave of absence due to illness is extended beyond one (1) year, the employee will be eligible for the coverage for the duration of the illness or for two (2) additional years, whichever comes first, and the Company will pay the entire premium during the second and third years.

8. An employee injured on the job who is unable to return to work and who is eligible to receive a disability pension and disability Social Security, but which disability pension and disability Social Security do not equal 75% of her base wages, shall receive a supplemental pension from the Company so that the total amount received from disability pension, disability Social Security and the Supplemental Pension payment shall equal 75% of the employee's base wages. The Company will pay the difference, if any, between the sum of the employee's disability pension and the employee's disability Social Security, and 75% of her base wages on a monthly basis until the employee reaches the age of 65 or until the employee may resume gainful employment, whichever is sooner.